

JSAE Web Services Terms of Use

These Terms of Use apply when using the web services (hereinafter referred to as "the Services") provided by The Society of Automotive Engineers of Japan, Inc. (hereinafter referred to as "the JSAE"). Please read these Terms of Use carefully and consent to them before using the Services.

Article 1: Application of Terms

1. These Terms of Use establish the conditions under which users receive the provision of the Services provided by the JSAE.
2. In addition to these Terms of Use, the JSAE may set separate terms of use and other guidelines for the Services. In such cases, those separate terms and other guidelines shall take precedence over these Terms of Use and apply to the use of the Services by users.

Article 2: Registration for Use

1. Users can register for the Services by submitting the required information in the manner prescribed by the JSAE.
2. Users must provide accurate and up-to-date information to the JSAE regarding their registration details.
3. If there are any changes to the registration details, users must promptly notify the JSAE of such changes.
4. The JSAE shall not be liable for any damages or harm incurred by users due to inaccurate or false registration details, or to failure to notify changes.
5. The JSAE may refuse to approve the application for registration if false information is submitted or if the JSAE deems the application inappropriate for registration, without any obligation to disclose the reasons.

Article 3: Management of ID and Password

1. Upon registering for use, the JSAE will issue an ID and password to the user.
2. Users must strictly manage and store their ID and password and must not allow them to be used by third parties through lending, transfer, sale, or any other means. The JSAE shall not be responsible for any damages or harm incurred by users due to inadequate management of the ID or password.
3. Users must immediately notify the JSAE if they lose or forget their ID or password, or if they learn of their use by a third party.
4. The JSAE will consider all use of the Services through the issued ID and password as the user's own actions, regardless of whether the use was authorized by the user, and the user will bear all responsibility for the results of such actions.

Article 4: Purchasing or Using Products, etc.

1. Users who intend to purchase or use products, digital content, or services (hereinafter referred to as "Products, etc.") provided through the Services must apply for the purchase or use of the Products, etc. in the manner specified by the JSAE.
2. The application mentioned in the preceding paragraph shall be considered an application for a contract for the purchase or use of the Products, etc., and a contract between the user and the JSAE for the purchase or use of the Products, etc. shall be established when the JSAE notifies the user that it has confirmed the details and content of the application.
3. When users purchase Products, etc., the ownership and risk of the Products, etc. shall transfer to the users at the time the JSAE hands over the products to the delivery service.
4. If users violate these Terms of Use, the JSAE may terminate the sales contract or the contract for use without prior notice.

Article 5: Payment Methods

1. Users shall pay the price of the Products, etc. indicated during the purchasing process.
2. The payment methods for the Products, etc. shall be those indicated during the purchasing process or otherwise approved by the JSAE.
3. In the case of payment by credit card, users shall follow the conditions separately contracted with the credit card company. If any dispute arises between the user and the credit card company in connection with the use of the credit card, the user shall resolve such dispute at their own responsibility and expense.

Article 6: Use of Content

If the application is for digital content, the contract for the use of such digital content shall become effective after its establishment, and the digital content will become available for use. Loss or destruction of, or damage to, the downloaded content shall be the responsibility of the user. To be explicit and avoid any misunderstanding, the intellectual property rights, including copyright, related to the digital content are not transferred to the user.

Article 7: Returns and Exchanges of Products, etc.

1. Returns and exchanges of Products, etc. related to the Services are only accepted in the following cases:
 - (1) If the Products, etc. are damaged, defective, or different from the ordered items, the JSAE must be notified of the return or exchange via email or fax within eight (8) days after the occurrence of damage or defect, or within eight (8) days after the arrival of the Products, etc. that are different from the order.
 - (2) In other cases separately determined by the JSAE, which will be indicated on the JSAE's website,

etc.

2. Returns and exchanges of purchases made by minors are not accepted as such purchases are considered to have been made with the consent of the parent or legal guardian.

Article 8: Disclaimer Regarding Products, etc.

1. The JSAE's responsibility for the quality, functionality, performance, compatibility with other items, or other defects of the Products, etc. sold through the Services is limited to those defined in the preceding article, except in cases of intentional or negligent actions by the JSAE.
2. The JSAE does not guarantee the legality, usefulness, completeness, accuracy, up-to-dateness, reliability, or suitability for a specific purpose of the information displayed on the website of the Services, the photos and comments on the Products, etc. posted by users, and the comments posted on X (formerly Twitter) , Instagram, or other social media services.

Article 9: Intellectual Property Rights and Content

All rights, including intellectual property rights related to all materials constituting the Services, belong to the JSAE or the third party owning such rights. Users shall not acquire any rights in relation to any materials from the Services, and shall not take any action that would infringe on the rights related to the materials without the permission of the rights holder. The license to use the Services under these Terms of Use does not imply a license to use the rights of the JSAE or the third party owning such rights related to the Services.

Article 10: Changes, Additions, and Suspension of Services

The JSAE may change, add to, or suspend all or part of the content of the Services without prior notice to users, who shall consent to this in advance.

Article 11: Personal Information

The JSAE will handle personal information obtained through the use of the Services by users in accordance with its privacy policy.

Article 12: Prohibited Activities

1. Users are prohibited from engaging in the following activities:
 - (1) Acts that hinder or may hinder the operation of the Services.
 - (2) Acts that interfere with other users' use of the Services.
 - (3) Acts that infringe copyright or other rights related to the Services.
 - (4) Acts that infringe the rights or interests (including but not limited to rights of reputation, privacy rights, and copyright) of the JSAE, other users, or third parties.
 - (5) Acts that violate or may violate public order and morals or laws.

- (6) Acts that violate these Terms of Use.
 - (7) Other acts deemed inappropriate by the JSAE in light of the purpose of the Services.
2. If the JSAE determines that a user has engaged in any of the acts specified in the preceding paragraph, the JSAE may take measures such as suspending the use of all or part of the Services without prior notice to the user. The JSAE shall not be liable for any damages or harm incurred by the user as a result of such measures, except in cases of intentional or negligent actions by the JSAE.
3. If there is a violation of these Terms of Use in relation to the use of the Services, the JSAE may take measures such as claims for damages or other actions deemed appropriate by the JSAE. The JSAE shall not be liable for any damages or harm incurred by the user as a result of such measures, except in cases of intentional or negligent actions by the JSAE.

Article 13: Exclusion of Antisocial Forces

Users assure the JSAE of the following:

- (1) They are not a member of an organized crime group, a company affiliated with an organized crime group, a corporate extortionist (sokaiya), or equivalent individuals or members thereof (hereinafter collectively referred to as "Antisocial Forces").
- (2) Their officers (referring to employees who execute business, directors, executive officers, or individuals equivalent thereto) are not members of, or otherwise associated with, Antisocial Forces.
- (3) They will not use their name to conclude this agreement with Antisocial Forces.
- (4) They will not engage in the following acts using themselves or a third party:
 - ① Threatening behavior or violence against the other party.
 - ② Unreasonable demands beyond legal responsibility.
 - ③ Interfering with the other party's business or damaging their credibility by deceit or force.

Article 14: Disclaimer

1. In the event of force majeure such as natural disasters, war, acts of terrorism, riots, labor disputes, infectious diseases, enactment or abolition of laws, intervention by government agencies, etc., resulting in the suspension, interruption, or delay of all or part of the Services, the JSAE shall not be liable for any damages or harm incurred by users.
2. Users understand that the Services may be suspended, interrupted, or delayed due to communication line or computer malfunctions, system maintenance, or other reasons, and the JSAE shall not be liable for any damages or harm incurred by users as a result. The JSAE shall also not be liable for any damages or harm caused by the user's usage environment.
3. The JSAE does not guarantee the following, either expressly or implicitly:
 - (1) The usefulness, completeness, accuracy, up-to-dateness, reliability, or suitability for a specific purpose of the content of the Services and the information provided through the Services.

- (2) That the information provided through the Services does not infringe the rights of third parties.
- (3) That the Services will continue to exist in the future.
4. The JSAE shall not be obliged to restore data, etc., that has been lost, damaged, or altered, regardless of the reason, and shall not be liable for any damages incurred by the customer or a third party due to such loss, damage, or alteration, except in cases of intentional or negligent actions by the JSAE.
5. If the JSAE is liable to users in connection with the use of the Services, that liability shall neither extend to compensation exceeding the price of the relevant Products, etc., except in cases of intentional or gross negligence by the JSAE, nor to incidental, indirect, special, future damages, or lost profits.

Article 15: Confidentiality

Users shall not disclose or leak any information disclosed or known through the use of the Services to third parties and shall not use it for purposes other than the use of the Services.

Article 16: Notices from the JSAE

1. The JSAE shall notify users via emails sent to the email address registered by the user, posts on the website related to the Services, or any other method deemed appropriate by the JSAE.
2. Notifications sent by the JSAE to the email address specified in the preceding paragraph shall be deemed to have reached the user when they are recorded on the email server of that email address.
3. Users must promptly notify the JSAE of any changes to the email address specified in the first paragraph. Notifications sent by the JSAE to the email address before receiving notification of the change shall be deemed to have reached the user at the time of sending.
4. The JSAE shall not be liable for any damages or harm incurred by the user due to failure to notify the change specified in the preceding paragraph.

Article 17: Disputes with Third Parties

1. In the event of a dispute arising between a user and a third party in relation to the Services, the user shall resolve the dispute at their own expense and responsibility, and the JSAE shall not be held liable.
2. If the JSAE incurs damages (including attorney's fees) due to the dispute mentioned in the preceding paragraph, the user shall compensate the JSAE for such damages.

Article 18: Prohibition of Assignment of Rights and Obligations

Users may not assign, transfer, set a security interest on, or otherwise dispose of their status under the contract based on these Terms of Use or the rights and obligations arising therefrom to a third party without the prior written consent of the JSAE.

Article 19: Severability

If any provision of these Terms of Use is found to violate the laws applicable to the contract with the user and is deemed invalid, such provision shall not apply to the extent of the violation in the contract with that user. This shall not affect the validity of the other provisions of these Terms of Use.

Article 20: Amendment of Terms

1. The JSAE may amend these Terms of Use in the following cases, based on Article 548-4 of the Civil Code (Amendment of Standard Terms and Conditions):
 - (1) When the amendment to these Terms of Use conforms to the general interests of users.
 - (2) When the amendment to these Terms of Use is not contrary to the purpose of the contract and is deemed rational after considering the necessity of the amendment, the reasonableness of the content following the amendment, and other circumstances related to the amendment.
2. When amending these Terms of Use, the JSAE shall specify the effective date of the amendment and notify users, prior to the effective date, of the following matters via email, posts on the website, or any other method:
 - (1) That these Terms of Use will be amended.
 - (2) The content of the amended Terms of Use.
 - (3) The effective date of the amendment.

Article 21: Governing Law and Jurisdiction

1. These Terms of Use shall be interpreted in accordance with Japanese law.
2. The JSAE and users agree in advance that the Tokyo District Court shall be the exclusive agreement jurisdiction court of the first instance for the resolution of disputes arising in relation to the Services between the JSAE and the users.

(Issued on April 30, 2024)